

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF HUMBOLDT  
AND  
KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT  
FOR FISCAL YEAR 2018-2019**

This Memorandum of Understanding (“MOU”), entered into this 26<sup>th</sup> day of June, 2018, by and between the County of Humboldt, Department of Health and Human Services, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Klamath-Trinity Joint Unified School District, a political subdivision of State of California, hereinafter referred to as “KTJUSD,” is made upon the following considerations:

WHEREAS, California Government Code Section 26227 provides that the board of supervisors of any county may appropriate and expend money from the county’s general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as “Measure Z,” on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on March 20, 2015, the Department of Health and Human Services (“DHHS”) submitted a Measure Z application to the Citizens’ Advisory Committee requesting an allocation in the amount of One Million Three Thousand One Hundred and Thirty-Nine Dollars (\$1,003,139) for the purpose of providing direct service in rural areas; and

WHEREAS, on February 9, 2016, the Humboldt County Board of Supervisors approved the Measure Z application submitted by DHHS in the amount of Five Hundred Thirty Two Thousand Nine Hundred and Twenty-Six Dollars (\$532,926.00) through June 30, 2018; and

WHEREAS, on April 24, 2018, the Humboldt County Board of Supervisors approved the roll-over of unspent funds in the amount of One Hundred Seventy Thousand Seven Hundred and Fifty-Two dollars (\$170,752.00) to FY 2018-2019 to support regional services by supporting a school-based clinic in Hoopa, which is attached hereto as Exhibit A – Board Agenda Item Approval and Action Summary for April 24, 2018 and incorporated herein by reference; and

WHEREAS KTJUSD is the agency administering construction and staffing of the school-based

clinic;

WHEREAS COUNTY and KTJUSD desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the expenditure of Measure Z funds allocated to for rural services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. COUNTY OBLIGATIONS:

COUNTY will provide KTJUSD with an amount not to exceed One Hundred Seventy Thousand Seven Hundred and Fifty-Two dollars (\$170,752) for the purpose of construction of the school-based clinic in the Hoopa area of Humboldt County.

2. KTJUSD OBLIGATIONS:

A. General Requirements. KTJUSD will construct a school-based clinic on the Hoopa High School campus.

B. Quarterly and Final Reports. KTJUSD will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.

C. Social Media. KTJUSD will post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on KTJUSD-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference. For purposes of this MOU, social media includes, but is not limited to, Facebook, Twitter, Instagram and Snapchat.

D. Recognition of Measure Z Funding. KTJUSD shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2018 and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

4. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, KTJUSD fails to adequately fulfill its obligations hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.

B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to KTJUSD. Such notice shall state the effective date of the termination.



- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide KTJUSD seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event this MOU is terminated, KTJUSD shall be entitled to compensation for uncompensated expenses incurred pursuant to the terms and conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by KTJUSD.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for expenses incurred pursuant to the terms and conditions of this MOU is One Hundred Seventy Thousand Seven Hundred and Fifty-Two dollars (\$170,752.00). KTJUSD agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for expenses incurred hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. KTJUSD shall set forth the specific rates and costs applicable this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit E – Schedule of Rates – and incorporated herein by reference.
- C. Additional Expenses. Any additional expenses not otherwise provided for herein shall not be incurred by KTJUSD, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of KTJUSD. KTJUSD shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which KTJUSD estimates that the maximum payable amount will be reached.

6. PAYMENT:

KTJUSD shall submit to COUNTY quarterly invoices itemizing all expenses incurred pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit F – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference. KTJUSD shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for expenses incurred pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by KTJUSD shall be sent to COUNTY at the following address:

COUNTY: Department of Health and Human Services  
Attention: Melissa Chilton  
507 F Street  
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Department of Health and Human Services  
Attention: Connie Beck, Director  
507 F Street  
Eureka, California 95501

KTJUSD: Klamath Trinity Joint Unified School District  
Attention: Angie Brown  
P.O. Box 1308  
Hoopa, California 95546

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. KTJUSD agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the expenses incurred hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the expenses incurred pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of KTJUSD, and its subcontractors, related to the expenses incurred hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. KTJUSD hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. KTJUSD further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the expenses incurred by KTJUSD pursuant to the terms and conditions of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the expenses incurred pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because KTJUSD's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

KTJUSD agrees that COUNTY has the right to monitor all activities related to this MOU, including,



without limitation, the right to review and monitor KTJUSD's records, programs or procedures, at any time, as well as the overall operation of KTJUSD's programs, in order to ensure compliance with the terms and conditions of this MOU. KTJUSD will cooperate with a corrective action plan, if deficiencies in KTJUSD's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of KTJUSD's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, KTJUSD may receive information that is confidential under local, state or federal law. KTJUSD hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, KTJUSD, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. KTJUSD further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990;

the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

KTJUSD certifies by its signature below that it is not a Nuclear Weapons Contractor, in that KTJUSD is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. KTJUSD agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if KTJUSD subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. KTJUSD shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, KTJUSD's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve KTJUSD from liability under this provision. This provision shall apply to all claims for damages related to the expenses incurred by KTJUSD pursuant to the terms and conditions of this MOU regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by KTJUSD hereunder.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and KTJUSD is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting KTJUSD's indemnification obligations provided for herein, KTJUSD shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the



activities of KTJUSD and its agents, officers, directors, employees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which KTJUSD may be exposed to liability. KTJUSD shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of KTJUSD. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced

in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that KTJUSD shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this MOU, KTJUSD's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to KTJUSD's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. KTJUSD shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If KTJUSD does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies available under this MOU, take out the necessary insurance, and KTJUSD agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to KTJUSD under this MOU.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and KTJUSD shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

KTJUSD: Klamath Trinity Joint Unified School District  
Attention: Angie Brown  
P.O. Box 1308  
Hoopa, California 95546

15. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that KTJUSD shall not be



entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. KTJUSD shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

KTJUSD agrees to comply with all local, state and federal laws and regulations applicable to KTJUSD's obligations hereunder. KTJUSD further agrees to comply with all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

19. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of KTJUSD. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY

shall have the right to demand repayment of, and KTJUSD shall promptly refund, any funds disbursed to KTJUSD, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

23. STANDARD OF PRACTICE:

KTJUSD warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. KTJUSD's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

25. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

26. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by KTJUSD shall become the property of COUNTY. However, KTJUSD may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, KTJUSD shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

27. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to KTJUSD suggested language, and a Measure Z Logo, for all press releases. In addition, KTJUSD shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon



Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this MOU.

30. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

31. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

32. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

34. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

35. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT:**

By: 

Date: 5/25/18

Name: Jon Ray

Title: Superintendent


By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By:   
Ryan Sundberg  
Chair, Board of Supervisors

Date: 6/26/18

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 6/6/18

**LIST OF EXHIBITS:**

- Exhibit A – Board Agenda Item Approval and Action Summary for April 24, 2018
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Social Media Reporting Requirements
- Exhibit E – Budget
- Exhibit F – Measure Z Invoice Form



**EXHIBIT D**  
**SOCIAL MEDIA REPORTING REQUIREMENTS**  
Klamath-Trinity Joint Unified School District  
Fiscal Year 2018-2019

1. DUE DATES:

KTJUSD will post Measure Z updates on KTJUSD-maintained social media accounts within two (2) weeks of submitting quarterly and final reports to COUNTY pursuant to the terms and conditions of this MOU.

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

Measure Z updates posted on social media accounts shall clearly identify the agency receiving Measure Z funds and the projects funded by the Measure Z funds that have been allocated thereto. Please indicate below the social media account(s) where KTJUSD will post Measure Z updates:

Social Media (*ie, Facebook*)      Account Name (*ie, County of Humboldt – Government*)

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3. CONTENT OF SOCIAL MEDIA POSTS:

The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, KTJUSD's social media posts should summarize the content included in each of the quarterly final reports submitted to COUNTY. Such posts can be done in text or video.

Posts will include “#MeasureZ” on Twitter and Facebook to help the public identify Measure Z posts.

Example Facebook post:

“#MeasureZ update: Over the last quarter we [\_\_\_\_brief description of Measure Z activities completed and/or total numbers served\_\_\_\_]. During our efforts this quarter we've seen [\_\_\_\_brief description of the difference Measure Z funding has made in our community and for the population you are serving\_\_\_\_].

Exhibit A  
Board Agenda Item Approval and Action Summary  
for April 24, 2018



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

F1

For the meeting of: April 24, 2018

Date: April 3, 2018

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer

Subject: Measure Z Citizens' Advisory Committee Recommendations for Fiscal Year 2018-19 and unspent Measure Z funding in FY 2017-18

RECOMMENDATION(S):

That the Board of Supervisors:

1. Review requests from outside agencies, contained on page two, and provide direction on whether to carry forward Measure Z funds from Fiscal Year (FY) 2017-18 into FY 2018-19; and
2. Review the Sheriff's request and provide direction on whether to carry forward Measure Z funds from FY 2017-18 into FY 2018-19 for a consolidated dispatch study and radio infrastructure project; and
3. Review the Department of Health and Human Services' request and provide direction on whether to carry forward Measure Z funds from FY 2017-18 into FY 2018-19 to assist Hoopa High School with a remodel to accommodate a medical center on campus; and
4. Review and provide direction on the recommendations from the Measure Z Citizens' Advisory Committee contained in Attachment I for FY 2018-19.

Prepared by Elishia Hayes

CAO Approval

REVIEW:

Auditor kpca

County Counsel \_\_\_\_\_

Human Resources \_\_\_\_\_

Other \_\_\_\_\_

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
Upon motion of Supervisor \_\_\_\_\_  
Seconded by Supervisor \_\_\_\_\_

Ayes  
Nays  
Abstain  
Absent

SEE ACTION SUMMARY

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Kathy Hayes, Clerk of the Board



**SOURCE OF FUNDING:**  
General Fund – Measure Z

**DISCUSSION:**

**Outside Agency Requests**

A number of agencies are requesting to carry forward unspent funding in FY 2017-18 into FY 2018-19 to allow for the continuation of Board approved projects, as outlined below:

- \$680,000 Humboldt County Fire Chief's Association (HCFCA) – For the construction of eight fire station facilities to ensure that Briceland, Bridgeville, Kneeland, Miranda, Orleans, Orick, Southern Humboldt Technical Rescue and Telegraph Ridge have adequate housing for front-line apparatus. Due to unforeseen delays and the process of obtaining permits and coordinating construction, the Fire Chief's Association has been unable to expend any of the costs allocated for this project and has requested funding be carried forward so that planning efforts may continue to allow for project completion.
- \$37,500 City of Blue Lake – To continue contracting with the Sheriff's Office for one half-time deputy sheriff to provide for additional patrols. Due to the time required to execute the Measure Z Memorandum of Understanding (MOU) and then subsequently complete a contract with the Sheriff's Office, this position was not filled until January, 2018. Accordingly, the city requests that half of the allocation be carried forward into FY 2018-19 to allow the increased patrols to continue through December, 2018.
- \$37,500 City of Trinidad – To continue contracting with the Sheriff's Office for one half-time deputy sheriff to provide for additional patrols. Due to the time required to execute the Measure Z MOU and then subsequently complete a contract with the Sheriff's Office, this position was not filled until January, 2018. Accordingly, the city requests that half of the allocation be carried forward into FY 2018-19 to allow the increased patrols to continue through December, 2018.

Staff requests your Board review and provide direction on whether to carry forward Measure Z funds from Fiscal Year (FY) 2017-18 into FY 2018-19.

**County Requests**

Your Board approved an allocation to the Sheriff of \$50,000 for a consolidated dispatch study and \$212,158 for a radio infrastructure project. Both projects are preparing to have a request for proposal (RFP) issued. Once the RFP processes have been completed, consultants will be selected and the projects will begin. Funding for both projects will not be fully expended in the current fiscal year. Staff requests your Board review and provide direction on whether to carry forward Measure Z funds from FY 2017-18 into FY 2018-19 for a consolidated dispatch study and radio infrastructure project.

The Department of Health and Human Services (DHHS) estimates \$170,752 of Measure Z funding to be unspent in FY 2017-18 due to salary savings. DHHS has requested unspent Measure Z funds to be carried forward into FY 2018-19 to assist Hoopa High School with the remodel of a building to accommodate a medical center on campus, a project estimated to cost \$200,000. This remodel would allow for DHHS staff to be co-located in the facility and would provide essential services to the citizens of Hoopa through enhanced medical and mental health treatment for children and families in the community. Funds were not allocated in FY 2017-18 for this exact purpose. DHHS's funding allocation was intended to provide child welfare services to the rural areas of Humboldt County, the request to carry unspent funds forward falls

within the intentions of that project. Therefore, staff requests your Board review and provide direction on whether to carry forward Measure Z funds from FY 2017-18 into FY 2018-19 to assist Hoopa High School with a remodel to accommodate a medical center on campus.

**Fiscal Year 2018-19 Measure Z Allocations**

The Citizens' Advisory Committee on Measure Z Expenditures is tasked with receiving public input and recommending projects, programs or activities to be funded by your Board. In total, 40 applications totaling \$13,087,399 were received from various county departments and outside agencies. The committee held four meetings to receive public input, solicit additional information from the applicants, and to discuss the various proposals. The committee reviewed and considered all of the applications by qualifying applications by merit with a "yes" or "no" vote; then prioritized those with a majority yes vote into level one, two or three, with level one being of the highest priority. The committee developed two lists for the Board's consideration. The first list contains the highest priority applications; and the secondary list is for consideration should additional funding become available. The committee's letter of recommendation containing the two priority lists is included as Attachment I for your Board's consideration.

An itemized list detailing all of the applications received along with a copy of the applications are included as Attachment II. In addition, all letters of support for various funding applications are contained in Attachment III.

Throughout the process of preparing the committee's letter of recommendations, a number of projects were recommended for partial funding in an effort to provide funding for as many projects as possible. The committee consulted with applicants on reduced funding requests, while still maintaining the integrity of the project. Many applicants willingly offered suggestions on reductions that could be made to their applications.

**FY 2018-19 Measure Z Balance Table**

Based on information received from departments, it is estimated that there will be \$105,002 in additional unspent Measure Z funds from FY 2017-18 and available for allocation in FY 2018-19. Should your Board choose not to approve any requests to carry forward funding, then those funds will also be available for allocation.

<b>Estimated Year-End Balance for FY 2017-18</b>	<b>\$ 1,290,507</b>
Estimated Discretionary Revenue for FY 2018-19	11,578,000
HCFA Carry Forward Request	(680,000)
City of Blue Lake/Trinidad Carry Forward Request	(75,000)
Sheriff Carry Forward Request	(262,158)
DHHS Carry Forward Request	(170,752)
Estimated On-going Expenditures	(7,227,860)
Citizens' Advisory Committee Recommendations	(4,347,735)
<b>Estimated Fund Balance Available for Allocation</b>	<b>\$ 105,002</b>
*If all carry forward requests are approved	

There is a total of \$12,868,507 in estimated revenue available for allocation in FY 2018-19. Of that, \$7,227,860 is for on-going expenditures, \$1,187,910 is requested to be carried forward, with \$4,452,737 remaining available for allocation at your Boards discretion.

The Citizens' Advisory Committee's primary list recommends 14 applications totaling \$4.3 million. As shown in the FY 2018-19 Measure Z Fund Balance table, if your Board approves the committee's primary



recommendations and all of the requests to carry funds forward, \$105,002 remains available for allocation in FY 2018-19 for additional Measure Z projects.

Staff is requesting your Board review the recommendations from the Measure Z Citizens' Advisory Committee contained in Attachment I and provide direction on which Measure Z requests detailed on Attachment II to fund in FY 2018-19.

FINANCIAL IMPACT:

There is a total of \$12,868,507 in estimated revenue and fund balance available for allocation in FY 2018-19.

This agenda item supports the Board's Strategic Framework by enforcing laws and regulations to protect residents, creating opportunities for improved health and safety and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion

ATTACHMENTS:

1. Citizens' Advisory Committee Letter of Recommendations
2. Fiscal Year 2018-19 Applications for Measure Z Funding
3. Fiscal Year 2018-19 Funding Application Support Letters

Attachments related to new funding, not carry-over funding, therefore not included as attachments to MOU with KTJUSD FY 18-19

BOARD OF SUPERVISORS

REX BOHN  
Vice-Chair - First District  
ESTELLE FENNELL  
Second District  
MIKE WILSON  
Third District  
VIRGINIA BASS  
Fourth District  
RYAN SUNDBERG  
Chair - Fifth District



COUNTY STAFF

AMY S. NILSEN  
County Administrative Officer  
JEFFREY S. BLANCK  
County Counsel  
KATHY HAYES  
Clerk of the Board

**BOARD OF SUPERVISORS  
COUNTY OF HUMBOLDT  
825 FIFTH STREET  
EUREKA, CA 95501  
SUPERVISORS' CHAMBER, FIRST FLOOR**

**ACTION SUMMARY**

Tuesday, April 24, 2018

9:00 AM

Regular Meeting

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**A. SALUTE TO THE FLAG**

**B. MODIFICATIONS TO THE AGENDA**

**C. CONSENT CALENDAR**

**Board of Supervisors**

1. Certificates of Recognition for Soroptimist International of Arcata Award Winners (Supervisor Mike Wilson)

*Recommendation:* That the Board of Supervisors ratify authorization for Chair to sign the Certificates of Recognition.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

2. Proclaim August 18, 2018 as Bridge Fest Day (Supervisor Estelle Fennell)

*Recommendation:* That the Board of Supervisors adopt the Proclamation.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson



Exhibit A  
Board Agenda Item Approval and Action Summary for April 24, 2018

Board of Supervisors

ACTION SUMMARY

April 24, 2018

3. Letter of Support for Northern Humboldt Union High School District's Recognition of Local Organizations in Support of High School Students in Learning about Education and Potential Careers (Supervisor Ryan Sundberg)

*Recommendation:* That the Board of Supervisors authorize the Chair to sign the letter of support.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

4. Ferndale Lions Club's 80th Anniversary Resolution (Supervisor Rex Bohn)

*Recommendation:* That the Board of Supervisors authorize the Chair to sign the resolution.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

5. Ferndale Garden Club's 80th Anniversary Resolution (Supervisor Rex Bohn)

*Recommendation:* That the Board of Supervisors authorize the Chair to sign the resolution.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

6. Allocation of Two New Positions, and Disallocation of One Half-Time Position for First 5 Humboldt/Humboldt County Children and Families Commission (Supervisor Mike Wilson)

*Recommendation:* That the Board of Supervisors allocate one (1.0) full-time equivalent (FTE) Senior Fiscal Assistant (class 0124, salary range 347) in budget unit (BU) 439; effective immediately following approval; allocate one (1.0) full-time equivalent (FTE) Administrative Analyst I (class 0626, salary range 379) in budget unit (BU) 439, effective immediately following approval; and disallocate one (.50) half-time equivalent (FTE) Program Coordinator (class 1425, salary range 419) in budget unit (BU) 444, effective immediately following approval.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

**Clerk of the Board**

7. Approval of the Action Summary - Meeting of April 17, 2018

*Recommendation:* That the Board of Supervisors approve the Action Summary for the meeting of April 17, 2018 and authorize the Clerk of the Board and Board Chair to sign the minute book in accordance with California Government Code Section 25103.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

**County Administrative Office**

8. Temporary Out of Class Assignment for the Administrative Services Officer in the County Administrative Office

*Recommendation:* That the Board of Supervisors authorize Vanessa Ericksen to work out of class as an Administrative Services Officer in the County Administrative Office effective April 9, 2018 and continuing until the position is filled.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

**County Clerk/Recorder/Registrar of Voters**

9. Supplemental Budget and Request for Transfer of Funds from Recorder's Modernization Trust Fund 3662 (4/5 Vote Required)

*Recommendation:* That the Board of Supervisors approve the attached supplemental budget for \$31,596 to provide funding for the automated indexing module included in the previously approved contract for the Eagle Clerk/Recorder software system; and direct the Auditor's Office to implement the attached supplemental budget (4/5 vote required).

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson



**Department of Health and Human Services: Administration**

10. Full-Time Equivalent Correction for Mental Health Psychiatric Nurse

**Recommendation:** That the Board of Supervisors approve the change in full-time equivalent (FTE) from 1.00 to .70 for Psychiatric Nurse position in budget unit (BU) 424 (class 0913, salary range 457, position 24) occupied by Marcile Raney; and approve the increase of the FTE for Psychiatric Nurse position in BU 424 (class 0913, salary range 457, position 24) upon vacancy to a 1.0 FTE effective the first pay period following approval.

**A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:**

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

**Department of Health and Human Services: Mental Health**

11. Approval of Jet Dekruse, MFT as Clinical Director and Hospital Administrator of Humboldt County Mental Health-Sempervirens

**Recommendation:** That the Board of Supervisors adopt the statements of qualifications and duties pertaining to the position of Clinical Director and Hospital Administrator; acting as the Governing Body of Sempervirens Psychiatric Health Facility, approve the appointment of Jet Dekruse, MFT as Clinical Director and Hospital Administrator of Humboldt County Mental Health Sempervirens Psychiatric Health Facility, effective March 26, 2018; and direct the Clerk of the Board to forward one (1) certified copy of the Board Report to the DHHS-Contract Unit for transmittal to DHHS-Mental Health Administration.

**A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:**

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

**Department of Health and Human Services: Social Services**

12. Agreement between the Humboldt County Department of Health and Human Services and Kevin Kelly, PhD for the Administration of Mental Health Evaluations to Youth and Adult Clients

**Recommendation:** That the Board of Supervisors approve the contract between County of Humboldt Department of Health and Human Services (DHHS) - Child Welfare Services and Kevin Kelly, PhD for the administration of court ordered mental health evaluations to youth and adult clients; authorize the Chair to execute three (3) originals of the agreement; authorize the DHHS-Child Welfare Services Director to amend program elements of the agreement as necessary for fiscal year 2017-2018 and 2018-2019 after review and approval by County Counsel and Risk Management; and direct the Clerk of the Board to return three (3) fully executed originals of the agenda item and agreement to DHHS-Contract Unit for forwarding to DHHS-Social Services Administration.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

**Public Works**

13. Consultant Services Agreements with Quincy Engineering, Inc. Regarding the Provision of Design Engineering and Environmental Services for the Holmes-Larabee and McCann Bridge Projects

**Recommendation:** That the Board of Supervisors approve the selection of Quincy Engineering, Inc. as the consulting firm to provide design engineering and environmental services for the Holmes-Larabee Bridge Project [Federal Aid Project Number BRLO-5904(138)]; approve, and authorize the Chair of the Board to execute, the attached consultant services agreement with Quincy Engineering, Inc., regarding the provision of design engineering and environmental services for the Holmes-Larabee Bridge Project [Contract Number 594171]; approve the selection of Quincy Engineering, Inc. as the consulting firm to provide design engineering and environmental services for the McCann Bridge Project [Federal Aid Project Number BRLO 5904(147)]; approve, and authorize the Chair of the Board to execute, the attached consultant services agreement with Quincy Engineering, Inc. regarding the provision of design engineering and environmental services for the McCann Bridge Project [Contract Number 594172]; and direct the Clerk of the Board to return two (2) fully executed original copies of the attached consultant services agreements to the Department of Public Works for further processing.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson



Exhibit A  
Board Agenda Item Approval and Action Summary for April 24, 2018

Board of Supervisors

ACTION SUMMARY

April 24, 2018

14. Resolution Adopting a List of Projects for Fiscal Year 2018/19, Funded by SBI: The Road Repair and Accountability Act of 2017

*Recommendation:* That the Board of Supervisors adopt the resolution (Attachment 1) approving the list of projects for funding through the Senate Bill 1 (SB1) Road Repair and Accountability Act for FY 2018/19.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

15. Request for Budget Transfer/Adjustment in Measure Z (1100298) and Approval for the Purchase of Two Flat Rail Car Bridges (4/5 Vote Required)

*Recommendation:* That the Board of Supervisors approve the attached Request for Budget Transfer/Adjustment in the amount of \$52,080 for the Roads Maintenance Division to purchase two flat car bridges in the current fiscal year using Measure Z funding (4/5 vote required).

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

Sheriff

16. Acceptance of Boating Safety and Enforcement Financial Aid Program Agreement

*Recommendation:* That the Board of Supervisors authorize the Chair to sign four (4) copies of the Boating Safety and Enforcement Financial Aid Program Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways for Fiscal Year 2018-19 (Attachment 1); authorize the Sheriff to execute all the necessary reimbursement claims, applications, contracts, and agreements and amendments thereto, in the name of the County of Humboldt, and all other documents required by California Department of Parks and Recreation for participation in the Boating Safety and Enforcement Financial Aid Program; and direct the Clerk of the Board to return signed copies of the agreement to the Sheriff's Office, attention: Norma Lorenzo for submittal to funding agency.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

**D. PUBLIC COMMENT ON NON-AGENDA ITEMS**

**E. SPECIAL PRESENTATIONS**

**F. MATTERS SET FOR TIME CERTAIN**

**County Administrative Office**

1. 9:15 a.m. - Measure Z Citizens' Advisory Committee Recommendations for Fiscal Year 2018-19 and Unspent Measure Z Funding in FY 2017-18

*Recommendation:* That the Board of Supervisors review requests from outside agencies, contained on page two, and provide direction on whether to carry forward Measure Z funds from Fiscal Year (FY) 2017-18 into FY 2018-19; review the Sheriff's request and provide direction on whether to carry forward Measure Z funds from FY 2017-18 into FY 2018-19 for a consolidated dispatch study and radio infrastructure project; review the Department of Health and Human Services' request and provide direction on whether to carry forward Measure Z funds from FY 2017-18 into FY 2018-19 to assist Hoopa High School with a remodel to accommodate a medical center on campus; and review and provide direction on the recommendations from the Measure Z Citizens' Advisory Committee contained in Attachment 1 for FY 2018-19.

*A motion was made by Supervisor Wilson, seconded by Supervisor Bass, to approve carry forward requests contained in recommendations 1, 2 and 3. The motion carried by the following vote:*

*Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson*

*A motion was made by Supervisor Wilson, seconded by Supervisor Bass, to allocate \$40,000 to the Boys and Girls Club. The motion carried by the following vote:*

*Aye: 3 - Estelle Fennell, Virginia Bass, and Mike Wilson*

*Nay: 1 - Rex Bohn*

*Abstain: 1 - Ryan Sundberg*

*A motion was made by Supervisor Fennell, seconded by Supervisor Bass, to follow the Citizens' Advisory Committee recommendations with the following modifications: reduce the allocation of the Measure Z audit request by \$100,000, reduce the Fire Chief's Association request by \$320,000 and allocate \$21,307 for Library Security, \$35,000 to Public Works to address walkability, \$85,000 for a School Resource Officer in McKinleyville, \$75,000 for Sheriff coverage for the cities of Trinidad and Blue Lake, and \$268,695 for roads. The motion carried by the following vote:*

*Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson*

**G. ITEMS PULLED FROM CONSENT**

**H. MATTERS INITIATED BY BOARD MEMBERS**



Exhibit A  
Board Agenda Item Approval and Action Summary for April 24, 2018

**I. DEPARTMENT REPORTS**

**County Administrative Office**

1. Appointment of Interim Auditor-Controller

*Recommendation:* That the Board of Supervisors appoint Cheryl Dillingham as the Interim Auditor-Controller effective Monday, April 30, 2018 and until a newly elected Auditor-Controller officially takes the oath of office.

*A motion was made by Supervisor Wilson, seconded by Supervisor Fennell, that the recommendations be approved. The motion carried by the following vote:*

Aye: 5 - Rex Bohn, Estelle Fennell, Virginia Bass, Ryan Sundberg, and Mike Wilson

**J. PUBLIC HEARINGS**

**K. DISCUSSION ITEMS**

**L. CLOSED SESSION**

1. It is the intention of the Board of Supervisors to meet in closed session to consider the Public Employee Performance Evaluation for the position of Planning and Building Director pursuant to Government Code sections 54954.5 and 54957.

*The Board of Supervisors met in closed session to consider the Public Employee Performance Evaluation for the position of Planning and Building Director pursuant to Government Code sections 54954.5 and 54957. There was no action to report.*

2. It is the intention of the Board of Supervisors to meet in closed session to consider the appointment for the position of Public Defender pursuant to Government Code sections 54954.5 and 54957.

*The Board of Supervisors met in closed session to consider the appointment for the position of Public Defender pursuant to Government Code sections 54954.5 and 54957. The Board of Supervisors appointed Marek Reavis as Public Defender.*

**M. ADJOURNMENT**

*I, RYAN SHARP, Deputy Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true, and correct original record of the above entitled meeting of the Humboldt County Board of Supervisors held in Eureka, California.*

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.*

RYAN SHARP

*Deputy Clerk of the Board of Supervisors of the County of Humboldt, State of California*


April 25, 2018



MINUTES  
TUESDAY, APRIL 24, 2018  
Regular Session

The Honorable Board of Supervisors of the County of Humboldt met in regular session on the above date within the Humboldt County Courthouse, Eureka, California. The minutes of this meeting were approved on Tuesday, May 1, 2018 with the vote as shown below.

AYES: Supervisors: Bass, Bohn, Sundberg, Fennell, Wilson  
NAYS: Supervisors: --  
ABSENT: Supervisors: --

  
\_\_\_\_\_  
RYAN SHARP  
Deputy Clerk of the Board

  
\_\_\_\_\_  
RYAN SUNDBERG  
Chair of the Board





# COUNTY OF HUMBOLDT

For the meeting of: May 1, 2018

Date: April 25, 2018  
To: The Honorable Board of Supervisors  
From: Clerk of the Board of Supervisors  
Subject: **Approval of the Action Summary – Meeting of April 24, 2018**

RECOMMENDATION: That the Board of Supervisors approve the Action Summary for the meeting of April 24, 2018 and authorize the Clerk of the Board and Board Chair to sign the minute book in accordance with California Government Code Section 25103.

SOURCE OF FUNDING: General Fund

DISCUSSION: The Action Summary from the meeting of April 24, 2018 is attached. This Action Summary encompasses all actions taken by the Board of Supervisors at their April 24, 2018 meeting.

FINANCIAL IMPACT: None

OTHER AGENCY INVOLVEMENT: None

ALTERNATIVES TO STAFF RECOMMENDATIONS: Direct the Clerk of the Board to prepare a corrected Action Summary, if necessary.

ATTACHMENT(S): Action Summary

Prepared by Ryan Sharp, Deputy Clerk of the Board CAO Approval: 

**REVIEW:**

Auditor \_\_\_\_\_ County Counsel \_\_\_\_\_ Personnel \_\_\_\_\_ Risk Manager \_\_\_\_\_ Other \_\_\_\_\_

**TYPE OF ITEM:**

- Consent
- Departmental
- Public Hearing
- Other \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
Upon motion of Supervisor Bass Seconded by Supervisor Wilson

Ayes Bass, Fennell, Sundberg, Bohn, Wilson  
Nays  
Abstain  
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 5/1/18

By:   
Ryan Sharp, Deputy Clerk of the Board

**EXHIBIT B**  
**QUARTERLY AND FINAL SUMMARY REPORT**  
 Klamath-Trinity Joint Unified School District  
 Fiscal Year 2018-2019

1. DUE DATES:

Quarterly reports are due one (1) month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. KTJUSD must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one (1) month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One month after term end

2. SUBMISSION OF REPORTS:

All reports should be sent by U.S. mail to the following address:

COUNTY: Department of Health and Human Services  
 Attention: Connie Beck, Director  
 507 F Street  
 Eureka, California 95501



**EXHIBIT C**  
**QUARTERLY AND FINAL REPORT FORM**  
Klamath-Trinity Joint Unified School District  
Fiscal Year 2018-2019

**COUNTY OF HUMBOLDT – MEASURE Z**  
**Report Form**

**Organization Name:** \_\_\_\_\_ **Report Date:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

**I. QUARTERLY NARRATIVE** (please attach a maximum of 1 page, exclusive of attachments)

**A. Results/Outcomes**

- 1. Please describe the Measure Z activities completed and/or total numbers served or reached.
- 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

**II. FINAL SUMMARY REPORT** (please attach a maximum of 2 pages, exclusive of attachments)

**A. Lessons Learned**

- 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

**EXHIBIT D**  
**SOCIAL MEDIA REPORTING REQUIREMENTS**  
Klamath-Trinity Joint Unified School District  
Fiscal Year 2018-2019

1. DUE DATES:

KTJUSD will post Measure Z updates on KTJUSD-maintained social media accounts within two (2) weeks of submitting quarterly and final reports to COUNTY pursuant to the terms and conditions of this MOU.

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

Measure Z updates posted on social media accounts shall clearly identify the agency receiving Measure Z funds and the projects funded by the Measure Z funds that have been allocated thereto. Please indicate below the social media account(s) where KTJUSD will post Measure Z updates:

Social Media (*ie, Facebook*)    Account Name (*ie, County of Humboldt – Government*)

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3. CONTENT OF SOCIAL MEDIA POSTS:

The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, KTJUSD's social media posts should summarize the content included in each of the quarterly final reports submitted to COUNTY. Such posts can be done in text or video.

Posts will include “#MeasureZ” on Twitter and Facebook to help the public identify Measure Z posts.

Example Facebook post:

“#MeasureZ update: Over the last quarter we [\_\_\_brief description of Measure Z activities completed and/or total numbers served\_\_\_]. During our efforts this quarter we've seen [\_\_\_brief description of the difference Measure Z funding has made in our community and for the population you are serving\_\_\_].

EXHIBIT E  
Budget  
Klamath-Trinity Joint Unified School District

Descriptions	Amounts
<b>Operational Costs (Rent, Utilities, Phones, etc.)</b>	
Title: Construction Description: School Construction activities for school-based clinic at Hoopa Valley High	\$170,752
Title:	
Description:	
Title:	
Description:	
Title:	
Description:	



**EXHIBIT F**

Measure Z - Invoice

<b>Agency Name</b> <b>Coordinator/Contact</b> <b>Address</b> <b>Phone</b>
--

Invoice Date: \_\_\_\_\_

Invoice # MZ- \_\_\_\_\_

Invoice Period: \_\_\_\_\_

Description	Cost	Total Amount Due
Salaries, Wages (list Personnel)		
Employee Benefits		
Professional services		
Supplies		
Operational Costs (Rent, Utilities, Phones, etc.)		
Equipment		
<b>\$0.00</b>		

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.

Signature and date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Send invoice to:

**Department of Health & Human Services**  
 Attn: Melissa Chilton  
 507 F St.  
 Eureka Ca 95501



\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_